

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 15	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> W56HZV-04-P-0080		<b>3. Award/Effective Date</b> 2003NOV12		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> JANE ELLIOTT		<b>B. Telephone Number (No Collect Calls)</b> (586) 574-7098		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-AHED WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  e-mail: ELLIOTTJ@TACOM.ARMY.MIL		<b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)  <b>SIC:</b> <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>		<b>12. Discount Terms</b>	
				<input checked="" type="checkbox"/> See Schedule			
				<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)			
				<b>13b. Rating</b> DOA4			
				<b>14. Method Of Solicitation</b>			
<input type="checkbox"/> RFQ		<input type="checkbox"/> IFB		<input type="checkbox"/> RFP			
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b> DCM TWIN CITIES B.H. WHIPPLE FEDERAL BUILDING ROOM 1150 1 FEDERAL DRIVE FT. SNELLING MN 55111-4007			
<b>Telephone No.</b>				<b>Code</b> S2401A			
<b>17. Contractor/Offeror</b> BOYER FORD TRUCKS INC 2601 BROADWAY STREET MINNEAPOLIS, MN. 55413		<b>Code</b> 3M765 <b>Facility</b>		<b>18a. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			
<b>Telephone No.</b>				<b>Code</b> HQ0339			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum					
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					FMS REQUIREMENT
<b>25. Accounting And Appropriation Data</b> SEE ADDENDUM						<b>26. Total Award Amount (For Govt. Use Only)</b> \$72,244.87	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<b>28. Contractor Is Required To Sign This Document And Return</b> 2 <b>Copies</b> <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<b>29. Award Of Contract: Reference</b> DAAE0703QN412 <b>Offer</b> <input checked="" type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE		
<b>30a. Signature Of Offeror/Contractor</b>					<b>31a. United States Of America (Signature Of Contracting Officer)</b>		
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> LOLA G. GAGE /SIGNED/ GAGEL@TACOM.ARMY.MIL (586) 574-7183		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b>  <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<b>33. Ship Number</b>		<b>34. Voucher Number</b>	
				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
<b>32b. Signature Of Authorized Government Representative</b>				<b>32c. Date</b>		<b>35. Amount Verified Correct For</b>	
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>		<b>37. Check Number</b>	
<b>41b. Signature And Title Of Certifying Officer</b>				<b>41c. Date</b>		<b>40. Paid By</b>	
				<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

Name of Offeror or Contractor: BOYER FORD TRUCKS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: F-750 SECURITY CLASS: Unclassified				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: STAKE TRUCK SEE SCOPE PRON: J537H526EH PRON AMD: 03 ACRN: AA AMS CD: UDT001 CUSTOMER ORDER NO: J53UDT01EHJM FMS CASE IDENTIFIER: JM-B-UDT</p> <p>Ford F-750 4X2 Regular Cab 2 door Stake Truck in accordance with the Specifications/Statement of Work on page 4. Two (2) sets of parts and service manuals (PSM).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-95.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BJMA9N31499001 BXXUDT L BJMA00 3 <u>PROJ_CD BRK BLK_PT</u> BJMA00 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 28-FEB-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>	1	EA	\$ 59,785.00000	\$ 59,785.00

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Name of Offeror or Contractor: BOYER FORD TRUCKS INC						
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	(BJMA00) CHUSMLO KINGSTON DEPT OF STATE WASHINGTON, DC 20520-3210  MARK FOR: CHUSMLO KINGSTON DEPT OF STATE WASHINGTON, DC 20520-3210  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-0080/0000  **** TRANSPORT COST FOR LOADING BRACING, BLOCKING, HANDLING ETC. TO GET READY FOR TRANSPORT BY CONTAINERIZATION ARE INCLUDED IN THIS PRICE.****  THE GOVERNMENT WILL ACTUALLY SHIP.  (End of narrative F001)					
0002	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: SPARES SECURITY CLASS: Unclassified					
0002AA	<u>PRODUCTION QUANTITY</u>  NOUN: SPARES LIST ATTACHED PRON: J537H525EH PRON AMD: 03 ACRN: AB AMS CD: UDT002 CUSTOMER ORDER NO: J53UDT02EHJM FMS CASE IDENTIFIER: JM-B-UDT  One (1) SET CONCURRENT Spare Parts and service manuals (PSM )in support of the Ford D-750 Stake Truck.  List provided as Attachment #1.  (End of narrative B001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  THE SPARE PARTS IN THIS CLIN, 0002AA, ARE FOR	1	LT	\$ 12,459.87000	\$ 12,459.87	

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Name of Offeror or Contractor: BOYER FORD TRUCKS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THE Ford F-750 Stake Truck IN CLIN 0001AA. ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-95.</p> <p>ONE YEAR OF SPARE PARTS</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJMA9N31499002 BXXUDT L BJMA00 3 PROJ CD BRK BLK PT BJMA00 DEL REL CD QUANTITY DEL DATE 001 1 28-FEB-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (BJMA00) CHUSMLO KINGSTON DEPT OF STATE WASHINGTON, DC 20520-3210</p> <p>MARK FOR: CHUSMLO KINGSTON DEPT OF STATE WASHINGTON, DC 20520-3210</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-0080/0000</p>				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK  
 FORD F-750, Stake Truck

1. PURCHASE DESCRIPTION, PRESERVATION & PACKAGING, INSPECTION & RUN-IN TEST.

1.1 The Ford F-750 4X2 Regular Cab 2-door Stake Truck, Federal Specification No. 794, Federal Standard 532 shall be provided with the following equipment for CLIN 0001AA:

- ADJUSTABLE SHOULDER SAFETY BELTS
- POWER STEERING
- AIR CONDITIONING
- ANTILOCK BRACKING SYSTEM WITH POWER BRAKES
- 20 FT. BODY
- TARPAULIN, BOWS AND TIES 70 INCHES IN HEIGHT
- REGULAR CAB, TWO DOORS
- DAYTIME RUNNING LIGHTS
- FUEL TANKS, MIN. 100 GAL. TOTAL CAPACITY
- MUD AND SNOW TREAD TIRES (REAR AXLE)
- TRAILER LIGHTING CABLE
- PARTS AND SERVICE MANUALS (PSM) 2 SETS
- REAR TOW HOOKS
- METRIC ODOMETER
- RUSTPROOFING
- SPARE TIRE ASSEMBLY
- CARRIER, SPARE TIRE
- TOOLS, HYDRAULIC JACK, WHEEL WRENCH AND HAND TOOLS
- TRAILER TOWING PACKAGE
- CUMMINS DIESEL ENGINE, MIN. 245 GHP, 660 LB/FT TORQUE, TURBO CHARGED
- INTEGRAL FOLD DOWN SEATING IN CARGO AREA, INCLUDES A STORABLE ALUMINUM ENTRANCE AND EGRESS LADDER
- ALLISON MD 3060 AUTOMATIC TRANSMISSION
- DUAL REAR WHEEL, REGULAR MODEL
- PAINT: HOLLY GREEN CLEARCOAT

WEIGHT: 12,000 lbs  
 DIMENSIONS: 8.5'H x 8'W x 29'L

COUNTRY OF ORIGIN: USA

SERVICE MANUALS: HARD COPY FORMAT, 2 each per vehicle operator  
 and Lubrication Instruction Manual to be furnished with the F-750 Stake Truck.

PARTS MANUALS: HARD COPY FORMAT, Two (2) SETS OF CONTRACTOR/COMMERCIAL PARTS  
 AND SERVICE MANUALS (PSM) FOR THE F-750 Stake Trucks.

ALL MANUALS WILL BE PROVIDED WITH THE SHIPMENT OF THE VEHICLES.

1.2 Preservation & Packaging. The vehicle shall be preserved, packaged and packed for transportation in a manner sufficient to ensure safe arrival at destination by the contractor. This vehicle is to be shipped in accordance with the best commercial export practice for sea - not authorized for above-deck shipment.

1.3 Inspection & Run-In Test. At the inspection and acceptance location the contractor shall conduct an inspection and run-in test of the Ford F-750 Stake Truck vehicle. A Government representative shall witness both the inspection and run-in test of the Ford F-750 vehicles. This effort shall be in addition to regular production quality control procedures that are implemented during the production

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cycle. The inspection portion shall be conducted to assure all equipment and attachments meet contract requirements and are not damaged. The run-in test shall be conducted after the inspection is completed, and during the run-in test the vehicle shall be operated for a 1/2 hour time cycle. All vehicle functions, gear ranges and attachments shall be exercised at operating temperatures. Upon completion of the run-in test the vehicle(s) shall be delivered with all fluid levels filled to maximum capacity (e.g. engine & hydraulic oil, coolant, electrolyte, etc.) prior to final acceptance with the exception that diesel fuel will not exceed 5 liters per vehicle. In addition, all discrepancies surfaced during the test and evaluations: leakage of fuel, lubricants, coolant, brake fluid or hydraulic fluids; damage; contractual requirements shortcomings etc. shall be cause for rejection. All discrepancies shall be corrected prior to final acceptance, and the contractor shall be responsible for refurbishing the vehicle(s) after testing.

1.3.1 At least 20 days prior to commencement of the Inspection and Run-in Test, the contractor shall notify the Procuring Contracting Officer (PCO) [AMSTA-AQ-AHED, Lola Gage] through the Administrative Contracting Officer (ACO), in writing, of the impending evaluations.

1.4 TECHNICAL MANUALS: The contractor shall provide one set of commercial operators manuals for the Ford F-750 Stake Truck vehicle being procured. In addition, the contractor will be providing two (2) sets of Parts and Service Manuals in English. The manuals must be in English language for the Operator and for all scheduled maintenance instructions to maintain the vehicle under normal operating conditions. The Maintenance instructions must be the manufacturers recommended maintenance table for this vehicle.

1.5 A DD Form 250 (Material Inspection and Receiving Report) is required for all sets of technical manuals, The technical manuals must be clearly marked, and have the required DD Form 250 attached. The DD Form 250 shall separately list each manual by name and number. The packaging and outside container for each set of manuals shall be marked as follows:  
TECHNICAL MANUALS: Contract Number, Contract Line Item Number (CLIN), and the FMS Case Designator: JO-B-VYP. Packagina shall be the contractor's best commercial export adequate to assure delivery without any damage or loss. The technical manuals shall be overpacked with the F-450 CHASSIS & CAB W/SNOW PLOW vehicles. The web address for obtaining DD250 forms is as follows:

dd250@tacom.army.mil

1.5.1 The manuals delivered under the contract shall be identical to the manuals approved by the Government prior to contract award.  
1.5.2 The Government shall not accept the F-750 Stake Truck vehicle under this contract without the manuals that support the equipment and are required by this contract.

1.6 SPARE PARTS

1.6.1 The Government will acquire spare parts listed on Attachment 1. The price for a complete set of parts shall be listed in Section B under CLIN 0002AA.  
1.6.2 Spare parts acquired will be shipped with the F-750 Stake Truck vehicle. All spare parts will be marked with a part number. The spare part packaging shall contain a separate spare part list that identifies the item number, item name, part number, quantity and OEM's CAGE for the specific part. An example of the proposed spare parts listing is shown below.

Item Number	Item Name	Part Number	Qty	OEM CAGE
1	Filter	123456	1	19207

1.6.3 Spare parts shall be shipped in commercial boxes and packaged in sealed waterproof bays and overpacked in the vehicles. Contractor will package the spare parts according to standard commercial overseas packaging. The outside of the shipping box or container shall be marked as follows: SPARE PARTS, Contract Number, Contract Line Item Number (CLIN), and the FMS case designator JMUDT001.

1.6 WARRANTY IN JAMAICA (See Attachment #2 of this contract).

Name of Offeror or Contractor: BOYER FORD TRUCKS INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG	JOB	ACCOUNTING	OBLIGATED
ITEM	MIPR	ACRN STAT	ORDER NUMBER	STATION	AMOUNT
0001AA	J537H526EH	AA 2	9711 X8242JMO1X6D1000UDT 001252GJMS20113	3LTJJA W56HZV \$	59,785.00
	UDT001				
	J53UDT01EHJM				
0002AA	J537H525EH	AB 2	9711 X8242JMO1X6D1000UDT 002252GJMS20113	3LTJIZ W56HZV \$	12,459.87
	UDT002				
	J53UDT02EHJM				
				TOTAL \$	72,244.87
SERVICE	TOTAL BY ACRN		ACCOUNTING	OBLIGATED	
NAME			STATION	AMOUNT	
Army	AA	9711 X8242JMO1X6D1000UDT 001252GJMS20113	W56HZV \$	59,785.00	
Army	AB	9711 X8242JMO1X6D1000UDT 002252GJMS20113	W56HZV \$	12,459.87	
				TOTAL \$	72,244.87

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
2	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
3	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
4	52.247-29	F.O.B. ORIGIN	JUN/1988
5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
6	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUN/2003

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- \_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- \_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_ (ii) Alternate I to 52.219-5.
- \_\_\_ (iii) Alternate II to 52.219-5.
- \_\_\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- \_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I of 52.219-23.
- \_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_X\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- \_X\_(12) 52.222-26, Equal Opportunity (E.O. 11246)
- \_X\_(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- \_X\_(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- \_X\_(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126).
- \_\_\_(17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
- \_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_(18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- \_\_\_(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- \_\_\_ (ii) Alternate I of 52.225-3.
- \_\_\_ (iii) Alternate II of 52.225-3.
- \_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).



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- \_\_\_\_ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).  
 \_\_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).  
 \_\_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).  
 \_\_\_\_ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).  
           (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).  
 \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
 \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
 \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
 \_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.  
 (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.  
 (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);  
 (2) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);  
 (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);  
 (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and  
 (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

- |   |              |   |          |
|---|--------------|---|----------|
| 7 | 252.212-7001 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS | JUN/2003 |
|---|--------------|---|----------|
- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.  
 (        ) 52.203-3        Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

- \_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).  
 \_\_\_\_ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

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- \_\_\_\_\_252.219-7003

Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

252.219-7004

Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).

\_\_\_\_\_252.225-7001

Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

\_\_\_\_\_252.225-7012

Preference for Certain Domestic Commodities.

\_\_\_\_\_252.225-7014

Preference for Domestic Specialty Metals (10 U.S.C. 2533a).

\_\_\_\_\_252.225-7015

Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a).

\_\_252.225-7016

Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).  
( Alternate I)

\_\_\_\_\_252.225-7021

Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_X\_\_\_\_\_252.225-7027

Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

\_\_\_\_\_252.225-7028

Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

\_\_\_\_\_252.225-7029

Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).

\_\_\_\_\_252.225-7036

Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_\_  
Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_\_252.227-7015

Technical Data--Commercial Items (10 U.S.C. 2320).

\_\_\_\_\_252.227-7037

Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

\_\_\_\_\_252.243-7002

Requests for Equitable Adjustment (10 U.S.C. 2410).

\_\_\_ 252.247-7023

Transportation of Supplies by Sea (10U.S.C. 2631)  
(\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)

\_\_\_\_\_252.247-7024

Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014

Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- 252.247-7023

Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024

Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

8

52.246-4005

INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

(TACOM)

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

Manning Equipment

12000 Westport Rd.

Louisville, KY 40223

[End of Clause]

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52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

FEB/2002

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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**Name of Offeror or Contractor:** BOYER FORD TRUCKS INC

- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.

(End of Clause)

10                    252.246-7000                    MATERIAL INSPECTION AND RECEIVING REPORT                    MAR/2003

- (a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.
- (b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

e)

11                    52.223-4000                    ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS                    SEP/1978  
(TACOM)

- (a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case

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of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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12	52.246-4026	LOCAL ADDRESS FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

13	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT	AUG/2003
	(TACOM)		

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	SPARE PART LIST		005	
Attachment 002	WARRANTY		009	